

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>Lockboxes and Collection Services</b>		Page of Pages <b>1</b> <b>59</b>		
2. Contract Number		3. Solicitation Number  <b>DCKV-2007-R-0001</b>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  <b>7/28/2006</b>	
7. Issued By: <b>Office of Contracting and Procurement GROUP V 441 4th Street, NW, Suite 700South Washington, DC 20001</b>				8. Address Offer to: <b>Office of Contracting and Procurement Bid Counter 441 4th Street, NW, Suite 703 South Washington, DC 20001</b>			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>5-Sep-06</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name <b>Annie R. Watkins</b>		B. Telephone (Area Code) <b>202</b> (Number) <b>727-5252</b> (Ext)		C. E-mail Address <a href="mailto:annie.watkins@dc.gov">annie.watkins@dc.gov</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		

## SECTION B

### SUPPLIES OR SERVICE AND PRICE/COST

#### B.1 REQUIREMENTS

**B.1.1** This is a fixed unit price requirements contract for the services listed herein.

**B.1.2** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.

#### B.2 SCHEDULE

##### B.2.1 Base Period, Lockbox Services (Two Years)

Contract Line Item No. (CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0001 (Year One)	Lockbox services for mail payments (Section C.4.1)	1,071,000	EA.	\$	\$
0002 (Year Two)	Lockbox services for mail payments (Section C.4.1)	1,052,000	EA	\$	\$
TOTAL AMOUNT FOR BASE PERIOD				\$	

##### B.2.1 .1 Option Year One, Lockbox Services

Contract Line Item No. CLIN)	Item Description	Estimate d Annual Quantity*	Unit	Unit Price	Extended Price
0003 (Year Three)	Lockbox services for mail payments (Section C.4.1)	1,035,000	EA	\$	\$

##### B.2.1.2 Option Year Two, Lockbox Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0004 (Year Four)	Lockbox services for mail payments (Section C.4.1)	1,018,000	EA	\$	\$

##### B.2.1.3 Option Year Three, Lockbox Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0005 (Year Five)	Lockbox services for mail payments (Section C.4.1)	1,002,000	EA	\$	\$

**B.2.2. Base Period, Delinquent Collection Services (Two Years)**

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0006 (Year One)	Delinquent collection services (Section C.4.2)	\$12,546,000	Fee (%)	____ %	\$
0007 (Year Two)	Delinquent collection services (Section C.4.2)	\$12,344,000	Fee (%)	____ %	\$
<b>TOTAL AMOUNT FOR BASE PERIOD</b>				<b>\$</b>	

**B.2.2.1 Option Year One, Delinquent Collection Services**

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0008 (Year Three)	Delinquent collection services (Section C.4.2)	\$12,153,000	Fee (%)	____ %	\$

**B.2.2.2 Option Year Two, Delinquent Collection Services**

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0009 (Year Four)	Delinquent collection services (Section C.4.2)	\$11,971,000	Fee (%)	____ %	\$

**B.2.2.3 Option Year Three, Delinquent Collection Services**

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0010 (Year Five)	Delinquent collection services (Section C.4.2)	\$11,799,000	Fee (%)	____ %	\$

**B.2.3 Base Period, Alternate Enhancement Process (Two Years)**

Contract Line Item No. (CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0011 (Year One)	E-check processing (Section C.4.1.4.6.9)	1,071,000	EA.	\$	\$
0012 (Year Two)	E-check processing (Section C.4.1.4.6.9)	1,052,000	EA.	\$	\$
<b>TOTAL AMOUNT FOR BASE PERIOD</b>				\$	

**B.2.3.1 Option Year One, Alternate Enhancement Process**

Contract Line Item No.(CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0013 (Year Three)	E-check processing (Section C.4.1.4.6.9)	1,035,000	EA	\$	\$

**B.2.3.2 Option Year Two, Alternate Enhancement Process**

Contract Line Item No.(CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0014 (Year Four)	E-check processing as defined in C.4.1.4.6.9	1,018,000	EA	\$	\$

**B.2.3.3 Option Year Three, Alternate Enhancement Process**

Line Item No. CLIN)	Item Description	Estimated Annual Quantity*	Unit	Unit Price	Extended Price
0015 (Year Five)	E-check processing as defined in C.4.1.4.6.9	1,002,000	EA	\$	\$

**\*The District does not guarantee that the Offeror will receive the estimated quantity. The estimated annual quantity for “Delinquent Collection Services” is in terms of estimated revenue derived from collection services.**

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 SCOPE

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (DMV) (the District) hereby solicits the services of an Offeror to provide ticket payment lockbox and secondary ticket collection services for a period of two years, with three one-year option periods.

#### C.2 BACKGROUND

##### C.2.1 Objective

The District requires this contract in order to support the ability of customers to mail payments for photo enforcement, parking and moving tickets issued within the District, and to support the ability of customers to pay tickets pursuant to secondary collection activity. The mail payments lockbox function includes the receipt, processing and deposit of payments, and transmission of payment data to the ticket system. The secondary ticket collection function includes the design and pursuit of a collection strategy for tickets that have been assigned for secondary collections, customer service pursuant to incoming correspondence and phone calls, and transmission of payment data to the ticket system. A ticket system and ancillary support services including primary noticing, mailing and back-office processing, is being separately solicited.

##### C.2.2 Current contractual arrangement

DMV currently contracts for a ticket system and associated ticket processing services for parking and civil moving tickets, including lockbox services for mail payments and secondary ticket collections. The District of Columbia Metropolitan Police Department (MPD) currently contracts for a ticket system and associated processing services for photo radar and red light camera tickets, including lockbox services for mail payments. The MPD contract includes a collection notice component, whereas in the DMV contract the ticket processing contractor mails a stream of notices as a component of the fixed monthly fee for all tickets. Both contracts provide for credit bureau referral if previous collection efforts have been unsuccessful. The MPD contract expires in August, 2006, and the DMV contract expires in December, 2006. The District believes that the lockbox and secondary ticket collections activities are discrete and therefore these functions are being procured separately from the ticket system and its ancillary functions.

### **C.2.3 Current lockbox processing volumes**

The lockbox facility and resources must be capable of processing over one million payments annually. In 2005, 640,410 parking and moving payments were processed by lockbox, with a dollar value of \$28,729,140. In the same year, 287,262 photo radar and red light camera payments were processed by lockbox, with a dollar value of \$21,064,799. As the Metropolitan Police Department (MPD) has recently increased the number of photo red light camera locations from 39 to 49 and the number of fixed pole radar locations from one to ten, the volume and dollar value of lockbox payments for those tickets is expected to increase substantially. The projected increase has been factored into Schedule B (Price Schedule).

### **C.2.4 Current secondary collections receipts**

During 2005, 152,922 parking and moving ticket payments were received through secondary collections, with a net (after excluded fee categories) dollar value of \$8,200,081. During the MPD contract in 2005, a total of 27,356 secondary collection payments were received, for a total dollar value of \$3,553,038.

### **C.2.5 Method of assigning aged tickets for secondary collections**

C.2.5.1 The Offeror shall receive assigned tickets weekly from the ticket system. The ticket system shall automatically determine which tickets meet the established criteria for assignment. The point of eligibility for assignment varies depending upon the jurisdiction and ticket type.

C.2.5.2 Typically, two prior notices will have been mailed to the violator, although in some instances prior notices may have been returned as undelivered due to address change which may not have been reported to the state jurisdiction DMV. Approximately 70% of all tickets are issued to non-residents of the District.

C.2.5.3 The Offeror shall also receive, following implementation, a file of aged tickets from the prior contracts for these services that remain uncollected.

### **C.2.6 Contract pricing**

Contract pricing shall consist of a fixed price per payment processed and updated by the lockbox, and a contingency fee based as a percentage of the amount collected for secondary collections, with certain fee eligibility exclusions.

### **C.2.7 Partnering**

C.2.7.1 Offerors may choose to partner with other service providers or subcontract some or all of the services offered under this RFP. If Subcontractors are used, the Offeror must fully disclose all subcontracted services. In the event Subcontractors are chosen to provide services, the Offeror remains responsible for all Subcontractors' services and is required to make the Subcontractor(s) aware of all obligations of the contract.

C.2.7.2 The selected Offeror shall perform lockbox services within 25 miles of Washington, D.C. There is no local presence requirement for performance of secondary collections activity.

### C.3 DEFINITION OF TERMS

1. Aged ticket – a ticket that has previously been subject to primary noticing and remains uncollected.
2. Assigned ticket – an aged ticket that has been assigned to the Offeror for secondary collections. Tickets are assigned by the ticket system on a weekly basis.
3. Correspondence – any written material received by the Offeror pursuant to notices or other collection activity that it undertakes.
4. Customer - an individual or organization that interacts with the Department of Motor Vehicles.
5. Department of Motor Vehicles (DMV) – a District agency that develops, administers and enforces vehicular laws for the public to ensure public safety through the safe operation of motor vehicles.
6. Lockbox – a retail processing operation that handles a high volume of payments and relies on high-speed equipment to electronically “read” checks and customer account information. Customers making payment through a retail lockbox are provided with a remittance document or “payment source document” which they are asked to return with their payment. In this contract, a tear-off notice stub or the physical ticket constitute the payment source documents. Payment and account information are uploaded as an electronic file directly to the receivable system (ticket system), and the payment source documents and payment documents are imaged.
7. Metropolitan Police Department (MPD) - the police agency in the District of Columbia, responsible for automated traffic enforcement, including red-light enforcement, speeding enforcement, gridlock enforcement, height restriction enforcement, and speed-on-green restriction enforcement.
8. Mixed payment - a single payment made on multiple ticket types, i.e. parking/moving ticket and photo enforcement ticket. Customers may also submit multiple checks for multiple ticket types.
9. Nighttime batch window – a timeframe within which batch files must be sent nightly (it is estimated that this timeframe will be between midnight and 6:00 a.m.).
10. Payment document – a check or money order submitted as payment.

11. Payment source document – a ticket or notice that accompanies the payment. Remitted tickets will have an OCR scan line and bar code from which the Offeror can capture the ticket number. Remitted notices will have an OCR scan line from which the Offeror can capture the date of the notice, ticket type, notice sequence number, ticket number and dollar amount due.
12. Primary noticing – mailing of the first and second sequential notices by the ticket processing contractor pursuant to nonpayment or failure to request a hearing within the required statutory timeframe.
13. Secondary collections - undertaking of collection activity on tickets which have aged and remain outstanding following initial (primary) noticing in a separate ticket processing contract.
14. Ticket – a citation issued pursuant to a parking, decriminalized moving, photo radar, or red light camera violation.
15. Ticket system – a separately contracted system for the capture, update and storage of ticket data and associated images.

#### **C.4 REQUIREMENTS**

Lockbox services described below shall apply to all tickets received, processed and updated by the Offeror, including any which are received pursuant to secondary ticket collections activity. During the term of the contract, the Offeror shall:

##### **C.4.1 LOCKBOX SERVICES**

###### **C.4.1.1 Provide a lockbox facility**

- C.4.1.1.1 The Offeror shall provide a secure facility for the processing of mail payments, including stringent security measures including security cameras and limited access. The lockbox facility must be acceptable to the District following physical inspection.
- C.4.1.1.2 The Offeror shall provide experienced managers to oversee all lockbox functions.

###### **C.4.1.2 Security**

- C.4.1.2.1 The Offeror shall utilize physical security and access control systems to limit access to its processing facility to authorized personnel and authorized visitors. The Offeror shall control and secure payments and documents from receipt at the Post Office through completion of processing and deposit to the District's designated financial institution.
- C.4.1.2.2 The Offeror shall ensure that adequate controls exist to prevent and minimize instances of theft and embezzlement.



C.4.1.2.2.1 The Offeror and any Subcontractors or Vendors shall ensure adequate personnel screening to identify any person who has been or subsequently becomes convicted of any criminal offense involving dishonesty or breach of trust. Convicted personnel shall not work in the lockbox processing facility without written approval by the Contracting Officer. Upon request, the Offeror shall be required to certify to the Contracting Officer or Technical Representative that such screening has been conducted.

C.4.1.2.2.2 The Offeror shall ensure that the service agreement for Courier Service requires the Courier to be fully bonded.

**C.4.1.3 Payment retrieval**

C.4.1.3.1 The Offeror shall provide separate post office boxes for the following:

C.4.1.3.1.1 Parking and moving ticket payments (source document is the ticket or notice)

C.4.1.3.1.2 Photo radar and photo red light payments (source document is the ticket or notice)

C.4.1.3.1.3 Delinquent ticket payments (source document is the notice)

C.4.1.3.2 The Offeror shall collect payment envelopes from the listed post office boxes every business day before 9:00 a.m. and deliver payment envelopes to the lockbox-processing center for processing not later than 10:00 a.m.

C.4.1.3.3 The Offeror shall provide a bonded Courier to receive mail payments daily.

**C.4.1.4 Processing of Payments**

C.4.1.4.1 The Offeror shall count and batch unopened mail, verify counts, open envelopes, and assign batch dates, batch number and batch count. Batches shall not exceed 100 payments.

C.4.1.4.2 The Offeror shall use encoding equipment to MICR-encode the dollar value of each payment on payment documents.

C.4.1.4.3 The Offeror shall use automated processing equipment to enter into its database:

- a. the ticket number from manual tickets
- b. ticket number and fine amount from automated or photo enforcement tickets
- c. batch date
- d. batch number
- e. data entry operator ID

- f. payment amount
- g. payment sequence number
- h. method of payment
- i. notice number, if a notice is returned by the customer with the payment

Generally, most tickets will be associated with a source document and can be machine-processed. Tickets contain a scan line with the ticket number. Notices contain a scan line that identifies the first ticket number on the notice; the automated processing equipment shall associate all tickets listed on the notice with the notice number and first ticket number.

- C.4.1.4.4 The Offeror shall endorse each check and money order with audit and deposit information to include the following:
- a. ticket number
  - b. vehicle plate number
  - c. batch date
  - d. batch number
  - e. sequence number
  - f. data entry operator ID
- C.4.1.4.5 The Offeror shall electronically image the front of payments and back of payment source documents, including the endorsement. Imaging shall occur at the same time the payment and source documents are being processed. Automated processing equipment shall associate the captured images with the associated ticket numbers.
- C.4.1.4.6 The Offeror shall perform exception processing on non-standard items, as follows:
- C.4.1.4.6.1 Payments that are associated with source documents without a scan line containing the amount due (typically, 3-part manual tickets) will require keying of amount paid and vehicle plate number or operator permit number while undergoing automated processing.
- C.4.1.4.6.2 Mixed payments (one payment document identifying tickets that typically get deposited to separate accounts), payments that cannot be machine processed, and payments submitted by fleet and rental companies for multiple tickets shall be double-blind keyed, the batch number handwritten on the check or money order, and an endorsement (pay to the order of the D.C. Treasurer) stamped on the payment. For these tickets, keyed fields shall include ticket number, amount paid, vehicle plate number or operator permit number, and payment code (method).
- C.4.1.4.6.3 The Offeror shall separately batch mixed payments for manual processing, if no notice accompanies that payment or the notice that is received does not list all

- tickets that are being paid. Mixed payments shall be separately documented to enable proper ticket account crediting.
- C.4.1.4.6.4 Cash receipts shall be separated for exception processing, batched with a unique batch number and source documents notated with the payment method and a cash log.
- C.4.1.4.6.4.1 Cash receipts shall be placed in a separate deposit bag; listed on a cash log by ticket amount, ticket number, date received, batch number, ticket account, and data entry operator or supervisor ID.
- C.4.1.4.6.4.2 Cash receipts bags shall be stored in a secure safe until the time of daily deposit.
- C.4.1.4.6.5 Payments that cannot be immediately processed because they lack plate or ticket information shall be researched in the ticket system for a corresponding name and address; if a match is found, the Offeror shall prepare a surrogate source document for processing. System access shall be provided by the District.
- C.4.1.4.6.6 Payments that are unacceptable for deposit or cannot be associated with a ticket number shall be returned to the sender with a commensurate form letter or, if they cannot be returned, shall be deposited as unassigned to a specific ticket.
- C.4.1.4.6.7 Correspondence enclosed with payment shall be forwarded to DMV or its designated agent. If the ticket number is not listed on the correspondence but can be determined from an enclosed ticket or notice, the ticket number shall be written on the correspondence.
- C.4.1.4.6.8 Fleet and rental company payments shall be accompanied by a pre-prepared batch slip and multi-vehicle ticket report, containing a listing of tickets issued to the fleet or rental company during a previous month, on which company representatives have noted which tickets they are paying with the remitted payment document. Typically, companies will remit one payment document to pay multiple tickets. The Offeror shall manually key ticket payments directly from the multi-vehicle ticket report and balance the dollar amount keyed to the dollar value of tickets selected on the report. Fields keyed shall include ticket number, amount paid, and payment method.
- C.4.1.4.6.9 This RFP provides for an alternate enhancement process to encumber funds during processing. This alternate process includes E-check acceptance and validation (where the processor feeds the check into a scanner and the customer's account is debited for the amount of the check whether real time or batch mode, whichever is most efficient for the Offeror). The Offeror shall assume all fees and charges related to the E-check verification process. The Offeror shall propose a fixed price for this enhancement on Schedule B.2.3, B.2.3.1, B.2.3.2 and B.2.3.3.

- C.4.1.4.6.10 If the account is debited for the amount of the check (i.e., there are sufficient funds in the account), the Offeror shall destroy the physical payment documents in a timeframe indicated by the Contracting Officer's Technical Representative.
- C.4.1.4.6.11 If the account does not have sufficient funds, the Offeror shall re-present the check for E-check acceptance and validation after ten business days.
- C.4.1.4.6.12 If the check is noted a second time as having "insufficient funds," the Offeror shall return the check to the customer along with a standard letter provided by DMV noting that the check was rejected and the payment was not processed. Depending upon the method the Offeror would use for this process, the alternate enhancement proposal should include the Offeror's recommendation either to treat the transaction as a dishonored check (and how the process and business rules would work) or whether the check should be returned as stated above. If treated as a dishonored check and this involves an additional cost, the cost should be included in the alternate enhancement proposal.

**C.4.1.5      Editing and reconciliation**

- C.4.1.5.1 Captured data shall undergo a field-by-field check of each transaction against table edit criteria such as account code, check digit, method of payment, and invalid ticket number. The Offeror shall research, as correction items, transactions rejected in edit processing.
- C.4.1.5.2 The Offeror shall compile on each workday an audit documentation package to track and monitor payment activity for that day, including all processing logs, research logs, automated equipment processing reports, bank deposit documents, batch header reports, and payment documentation.
- C.4.1.5.3 The Offeror shall utilize a daily control process to document and track payment batches by processing stage, i.e. manual processing, automated processing, and deposit, with batch count, batch amount, dollar amount and date. The process shall also track payment research items, mixed payments, and correspondence that is returned to DMV or its agent for further processing.
- C.4.1.5.4 The Offeror shall prepare a daily deposit reconciliation format that compares dollar value of deposits to dollar value electronically reported to the ticket system; and to amounts listed on District revenue receipt forms.
- C.4.1.5.5 The Offeror shall compare the dollar amounts deposited to the dollar amounts reflected on the District's bank account statement for each deposit day and reconcile any differences.
- C.4.1.5.6 The Offeror shall generate and store, with daily transaction documents, an automated processing daily report listing ticket number, sequence number, and amount paid, to verify that each batch processed by this equipment was

transmitted to the ticket system and to accommodate payment research if necessary.

C.4.1.5.7 Completed documentation packages must be stored by processing date and made available for review and audit at the time and discretion of the District.

**C.4.1.6 Document storage**

C.4.1.6.1 The Offeror shall store payment source documents and associated checks and money orders in a secure facility for a minimum of three years. The Offeror's document control must include an access database to monitor the contents, location, age, and destruction status of each document. The storage facility must be suitable for paper storage, including temperature and humidity range controls.

C.4.1.6.2 The Offeror shall retain original transaction documentation for 90 days before moving to storage, to facilitate payment research on current payments.

C.4.1.6.3 The Offeror shall retrieve off-site documents within two working days of request.

**C.4.1.7 Preparation for deposit**

C.4.1.7.1 The Offeror shall compare source document totals to payment totals, balance batches, and prepare batches for deposit.

C.4.1.7.1.1 The Offeror shall perform batch reconciliation, comparing the dollar value of payments keyed to dollar value of payment documents, and batch counts keyed to batch counts transmitted to the ticket system.

C.4.1.7.1.2 The Offeror shall include, in each deposit bag, a batch slip and adding machine tape for each batch showing the total dollar amount of the batch and the number of documents in each batch. The total dollar amount of all batches must equal the amount deposited in the District's account for that day. The Offeror shall also include, for the total dollar value of the deposit, a bank deposit slip and District revenue receipt. Separate deposit bags shall be prepared for each ticket type, i.e. parking and moving ticket payments shall be in one bag and photo red light camera and photo radar ticket payments shall be in another bag.

**C.4.1.8 Transmission Requirements**

C.4.1.8.1 The Offeror shall transmit to the ticket system, during the nighttime batch process, a file of processed payments to include:

- a. payment amount
- b. account
- c. batch date
- d. ticket number
- e. batch number
- f. payment sequence number

- g. data entry operator ID
- h. method of payment
- i. notice number, if a notice is returned by the customer with the payment
- j. vehicle plate number or operator permit number, when captured

C.4.1.8.2 The Offeror shall transmit to the ticket system, by the close of business each workday, an image file indexed to ticket number.

C.4.1.8.3 The Offeror shall coordinate file transfers with the ticket processing contractor. It is recommended that FTP be used incorporating industry standard encryption methods and techniques. Whatever process is recommended by the Offeror and the ticket processing contractor must be approved by the DMV.

The file transfer process will include not only the tickets that have aged and are now valid for submittal to the Offeror for secondary collections, but also payment information from the ticket processing contractor on payments received on Offeror tickets regardless of the source of the payment. The Offeror will need this file to generate the monthly invoice for contingency fees, assuming that the Offeror has initiated documented collection activity to become eligible for such fees.

#### **C.4.1.9 Deposits**

C.4.1.9.1 The Offeror shall provide secure bags containing the funds and deposit documents to be picked up daily by a bonded armored delivery service.

C.4.1.9.2 Deposit bags are to be delivered to the District's designated financial institution by 5:00 p.m. of the same day received and processed.

#### **C.4.1.10 Delivery of Deposit Documents**

C.4.1.10.1 By 12:00 noon of each business day following receipt of payments, the Offeror shall deliver the following documents/materials to the Office of Finance and Treasury, Office of the Manager of Accounting Operations, for the prior workday's processing:

- a. batch header document listing deposited batches, with batch count, batch number, batch dollar value, totals, and date of deposit
- b. completed and validated bank deposit slips
- c. completed District revenue receipt document

C.4.1.10.2 The Offeror shall separately record deposit information for parking and moving tickets and for photo red light camera and photo radar ticket payments. Any split payments that were deposited in one account or the other, rather than split between the accounts, should be separately notated on the revenue receipt document and bank deposit slip.

**C.4.1.11      Accountability**

- C.4.1.11.1      The District will require the Offeror to be bonded per industry standards.
- C.4.1.11.2      The Offeror shall provide full accountability for all transactions processed, including ensuring that processing is scheduled in the correct sequence, that batch processing is completed successfully and in the correct order, that transactions and associated funds for the transactions are reconciled and accurately transmitted to the ticket system, that all production management reports on system transactions are accurate, and that data is processed correctly.
- C.4.1.11.3      The Offeror shall provide daily reconciliation management and accounting reports for review of the contract technical representative and for audit purposes.
- C.4.1.11.4      The Offeror and any Subcontractors shall annually obtain a complete financial audit by a third party financial auditing firm, and a certified copy of the report shall be provided to the contract technical representative within 30 days of the report's filing.
- C.4.1.11.5      If monies received at the Offeror's lockbox are not deposited in the same workday, or payments requiring special handling are not deposited by the end of the following workday, the Offeror shall credit the District an amount equal to accumulated interest income lost. The credit shall be equal to the dollar value of the deposit times the Federal funds rate for each day of late deposit divided by 360 to equal the value of one day's lost interest, and shall appear on the next monthly invoice.
- C.4.1.11.6      If the Offeror does not deposit all monies collected, or for any cash shortages at the end of the processing day, the Offeror shall reimburse the District for accumulated shortages on the next monthly invoice.
- C.4.1.11.7      The Offeror shall reimburse the District monthly, for any Ticket Processing Account service charges levied by the District's contracted financial institution resulting from lockbox processing deficiencies, such as checks deposited that are not reflected on deposit slips or inability to read the encoded MICR payment amount. Spreadsheets listing these charges shall be transmitted to the Offeror monthly.
- C.4.1.11.8      The Offeror shall provide documentation, with the monthly invoice, to substantiate that payments received were processed and deposited within 24 hours of receipt, except for payments identified for further research.
- C.4.1.11.9      If payment record data for the previous processing day is not available on the ticket system by 8:00 am of the next workday following processing for any reason attributable to the Offeror or the Offeror's system or communications, the Offeror shall reimburse the District, on the next monthly invoice, the amount of \$500 for each missed payment batch, not to exceed \$3,000 for any given processing day.

For any subsequent workday that the ticket payment data is not available on the ticket system, the same amounts shall apply. Causes of delay beyond the control of the Offeror, such as outages involving public networks or force majeure event, shall be excluded from this provision.

**C.4.1.12      Management reports**

The Offeror shall produce reports summarizing lockbox activity, including:

- a. an automated daily and monthly reconciliation file to the District's financial system in BAI format, containing data on deposits and payments transmitted to the ticket system
- b. monthly lockbox activity report showing by day the total number and dollar value of payments processed, by ticket type; total number and dollar value of payments deposited; total number and dollar value of payments transmitted to the ticket system; and breakout of total number and dollar value of manual and automated payments processed, exception items processed, and items forwarded to DMV for further processing (this report shall be provided with the monthly invoice)
- c. lockbox portion of the monthly account invoice, to include account name, contract number, month of service, service description, number of payments processed, fixed charge per item, adjustments if any, and total charges

**C.4.1.13      Transition Plan**

Once the contract is awarded, a transition phase will begin consisting of a series of meetings with the District's transition team, consisting of members of the using agency (DMV) and Office of the Chief Financial Officer. The objectives of the design meetings are to:

- a. minimize risk
- b. expedite implementation
- c. educate the Offeror on the ticket program and its processes
- d. establish a structure to ensure proper control in the transition and implementation of services
- e. define and agree on operating procedures and instructions
- f. develop testing and acceptance methodology for transition, in conjunction with the District's ticket system contractor
- g. define milestones and timetable
- h. finalize reporting requirements and report delivery methods



## **C.4.2 DELINQUENT COLLECTION SERVICES**

### **C.4.2.1 Scheduled Assignment of Aged Tickets**

C.4.2.1.1 The Offeror shall receive for collections, on a weekly basis, an electronic file of aged tickets from the ticket system. Aged tickets eligible for assignment to collections shall be determined by the ticket system, in accordance with program logic which reflects assignment criteria established by the District. The District reserves the right to modify the assignment criteria for any reason.

C.4.2.1.1.1 The following table reflects the number of estimated tickets and associated dollar value that reached delinquent collection status in 2005:

Ticket Type	Count Eligible for Delinquent Collections	Dollar Value of Eligible Count
Parking, Moving	406,221	\$38,978,544
Photo Radar, Photo Red Light	119,811	\$16,405,311
Total	526,032	\$55,383,855

### **C.4.2.1.2 One-time assignment of pre-existent aged tickets**

C.4.2.1.2.1 The Offeror shall receive, in addition to repetitive monthly assignments, pre-existing aged tickets that remain uncollected from earlier years, dating in some cases to 1999. The majority of these aged tickets have undergone traditional collection activity without success. A portion of this population, however, is considered as uncollectible due to lack of a forwarding address, issued to government agency, or other reason. As there is no debt write-off policy in place, the population has increased cumulatively each year. The estimated size of this population is as follows:\*

Ticket Type	Number of Aged Tickets	Dollar Value of Aged Tickets
Parking, Moving	4,055,521	\$337,518,473
Photo Radar, Photo Red Light	338,671	\$ 46,258,485
Total	4,394,192	\$383,776,958

\*The District does not guarantee the accuracy of these numbers or that the dollar values listed will be assigned.

### **C.4.2.2 Assignment acknowledgement**

C.4.2.2.1 The Offeror shall forward an electronic file to the Technical Representative, monthly, providing summary totals of each assignment received from the ticket system in the previous month, including but not limited to assignment date, assignment number, ticket type, volume, and dollar value.

- C.4.2.2.2 Except as otherwise provided in Section C.4.2.2, all ticket assignments shall be for the term of the contract, so as to enable consolidation of older delinquent tickets with newer delinquent tickets on the same notice. No ticket assignment shall extend beyond the contract termination date.

**C.4.2.3 Debt definition and special initiatives**

- C.4.2.3.1 The District reserves the right to define the collectible population. For example, it may elect to write off debt that has aged beyond a certain period of time, or certain ticket categories that are deemed uncollectible. In that event, the Offeror shall be notified in writing to de-assign the affected ticket population.
- C.4.2.3.2 The District may also elect to conduct an amnesty program, pursuant to statutory directive, offering customers with aged tickets an incentive to pay. In that event, the Offeror shall be notified in writing of the statute provisions and shall agree to mail the amnesty notice, process and update payments that derive from the amnesty process subject to the same contingency fee that applies to other assigned collectibles. In the event of an amnesty program, the Offeror shall assume all costs of the special mailing, except that the District will assume forty percent of the actual postage costs.

**C.4.2.4 Contingency fee**

- C.4.2.4.1 The Offeror shall be paid monthly on the basis of a percentage of total dollar amount collected, less any amounts that are specifically excluded from fee eligibility. The fee exclusions are as follows:
- a. payments resulting from tickets not assigned for delinquent collections at the time of the payment
  - b. payments received through a District site or payment portal in order to obtain a DMV service, i.e. registration or permit renewal (these payments will be included in daily file transmittals from the DMV DESTINY system to the ticket system)
  - c. payments resulting from a vehicle immobilization or tow
  - d. payments resulting from a dishonored check
  - e. payments received from fines or penalties which were, or are subsequently, dismissed or refunded
  - f. payments received when the Offeror did not perform collection activity, e.g. a collection notice or documented correspondence log
  - g. payments received from customers whose name and address were unknown at the time of the payment
  - h. payments received in excess of the amount due on any given ticket
- C.4.2.4.2 Bidders on this solicitation shall propose means by which these fee exclusions will be reconciled on the monthly invoice and the nature and timing of notifications that will be required from the ticket system. Action events captured

in the ticket system, such as vehicle booted or towed or refund processed, shall provide the basis for fee exclusion eligibility.

C.4.2.4.3 The Offeror shall assume all costs associated with collection activity that it undertakes, including any merchant charges associated with credit card usage.

C.4.2.4.4 The Offeror shall be credited a contingency fee on eligible payments that are received in person at a DMV facility or other payment portal, to include web payment or phone payment, provided that the payment was not made in conjunction with obtaining a DMV service, such as vehicle registration, vehicle registration renewal, operator permit issuance, or operator permit renewal.

**C.4.2.5 Collections strategy**

C.4.2.5.1 The Offeror shall make reasonable attempts to collect on tickets that are assigned by means generally accepted within the debt collection industry. Any alteration in collection strategies from those contained in the bidder's proposal are subject to review and approval of the Technical Representative.

C.4.2.5.2 The Offeror shall devise and implement collection strategies, to include:

- a. perform outgoing analysis of the ticket population to target the frequency and message of collection tools
- b. determine the appropriate application of a predetermined set of collection techniques to each target group
- c. perform all work in accordance with the Federal Fair Debt Collection Practices Act
- d. devise and employ industry-standard collection techniques such as notice series, personalized correspondence, skip tracing techniques, telephone messages, personal calls, address correction, and referral of delinquent accounts to a national credit reporting agency
- e. provide for an automated notice schedule and consolidation of all assigned tickets that pertain to one plate/vehicle owner

**C.4.2.6 Management reports**

C.4.2.6.1 The Offeror shall provide the following monthly reports in the format and transmission method determined by the Technical Representative:

- a. fee analysis report, providing detail on all tickets for which a contingency fee was taken, including the last collection action and date, to be submitted with the monthly invoice
- b. collection performance by assignment, with time increments between dates of assignment and dates of payment, with percentage of assigned tickets and assigned dollar amounts paid

- c. transaction summary, including volume of incoming and outgoing phone calls, correspondence received, correspondence mailed, notices mailed, accounts referred for credit reporting, and payments processed
- d. a quarterly management report, summarizing work activities for the previous quarter, an assessment of the effectiveness of collection tools and strategies utilized (with charts and/or graphs), and any recommendations for new strategies.

**C.4.2.7      Customer service**

- C.4.2.7.1      The Offeror shall respond to customer communications that are directed to the Offeror's Post Office box or notice phone number.
- C.4.2.7.1.1      The Offeror shall train telephone staff in providing both general and specific information concerning collection activities, ticket status, and eligibility for hearings (estimated daily call volume for all ticket types, 250)
- C.4.2.7.1.2      The Offeror shall respond in writing to written communications from customers who have been contacted by the Offeror within 48 hours of receipt (estimated incoming daily correspondence, 55)
- C.4.2.7.1.3      Offerors shall indicate in their proposals the proposed resources to be dedicated to customer service, proposed hours of service, telephone system capabilities, and proposed methodology to monitor telephone contacts to maintain quality control.

**C.4.2.8      Facilities, equipment and resources**

- C.4.2.8.1      The Offeror shall provide all facilities, equipment and resources necessary to perform delinquent ticket collections work.
- C.4.2.8.2      The Offeror shall be provided online access to the District's ticket system in order to perform customer service.
- C.4.2.8.3      The Offeror shall be responsible for ongoing maintenance of any personal computers and associated equipment and communications that are used to connect to the ticket system.
- C.4.2.8.4      The Offeror shall meet District standards for transference of data as specified in Section C.4.1.8.

**C.4.2.9      Audits**

The Offeror and SubContractor, if any, must provide full cooperation in furnishing or making available to the District, whenever requested and in an expeditious manner, any records, information, materials and data relating to the performance of work under this contract. This shall include workplace access to observe work in progress.



## **SECTION D**

### **PACKAGING AND MARKING**

- D. The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E. The inspection and acceptance requirements for the resultant contract shall be governed by clause number six \*(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of two (2) years from date of award specified on the cover page of the contract.

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The District may extend the term of this contract for a period of three (3) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3** DELIVERABLES (List anything tangible that is to be delivered to the District i.e. reports, curriculum, plans)

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

#### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;



**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

"Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the

amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Ms. Shelia Mobley  
Contracting Officer  
Office of Contracting and Procurement  
441 - 4<sup>th</sup> Street, N.W., Suite 700  
Washington, DC 20001  
202.727-0252

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Ms. Wanda Butler  
Adjudication Services Administrator  
Department of Motor Vehicles  
95 M Street, SW  
Washington, DC 20024  
Telephone: (202) 724-2034

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

#### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 1994-2103, Revision 35, dated 05/23/2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on

whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals

Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.



## SECTION I

### CONTRACT CLAUSES

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

#### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

#### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

#### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

#### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or

instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract,

and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6     OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

**I.7     SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.8     INSURANCE**

- I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set

forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: (\$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, including Employer's Liability, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Employer's Liability: \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

#### **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

## SECTION J

### LIST OF ATTACHMENTS

#### **J.1 DOCUMENTS ATTACHED**

**J.1.1** Wage Determination No. 1994-2103, Revision 35, dated 05/23/2006

**J.1.2** Past Performance Evaluation Form

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.)*

**J.2.1** LSDBE Certification Package

**J.2.2** E.E.O. Information and Mayor' s Order 85-85

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

## SECTION K

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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#### K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_  
☐ an individual,  
☐ a partnership,  
☐ a nonprofit organization, or  
☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,  
☐ a joint venture, or  
☐ a corporation registered for business in \_\_\_\_\_  
(Country)

#### K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.



- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- ## K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

#### **L.1 CONTRACT AWARD**

##### **L.1.1 Most Advantageous to the District**

The District intends to award single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

##### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

#### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and seven (7) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKV-2007-R-0001 for Lock Box and Collection Services."

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

##### **L.2.1 TECHICAL PROPOSAL**

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

**L.2.1.1 Technical Factors**

**L.2.1.1.1 Technical Approach (Section M.4.2, Proposal Evaluation)**

**L.2.1.1.1.1** Offerors shall provide a Work Plan in the form of a Gantt chart that shows the work breakdown structure with milestones to meet all technical requirements, who will be assigned, and start and finish dates. Offerors shall also provide a narrative and graphic presentation that fully describes the Gantt chart and each milestone and details how the milestone will be met and any interdependence with other milestones.

**L.2.1.1.1.2** Offerors shall provide a Management Plan detailing the following:

- 1) organization structure and project organization
- 2) any partnering or subcontractual relationships
- 3) where the Offeror will be located
- 4) the means by which the Offeror will control and monitor work to ensure that project activities are performed timely and accurately
- 5) the means by which client requests (e.g. data, research or corrections) will be received, monitored and tracked
- 6) financial and accounting controls
- 7) hiring plan to obtain personnel that will be required to perform the contract

**L.2.1.1.1.3** Offerors shall provide a Quality Assurance Plan addressing daily accountability for all receipts and processed work, including:

- 1) Daily accounting of incoming work
- 2) All processing activities, i.e. sorting, batching, examining
- 3) Data capture
- 4) Financial services: balancing, reconciliation, depositing
- 5) Key quality control measures and error control procedures used, including your approach to determine the cause of error conditions and the process for implementing appropriate remedies
- 6) Image creation and indexing
- 7) Data transmission: describe your data transmission capability and back up arrangements in the event of transmission failures
- 8) Reports: accuracy and timeliness
- 9) Methodology for analyzing quality assurance data and proposing operational and system changes
- 10) Assurance of subcontractor or vendor quality, if applicable

**L.2.1.1.1.4** Offeror proposals shall be responsive to the requirements and sufficiently clear and concise to allow the District to determine the merit of the Offeror's proposal in an efficient and timely manner. Offerors should not simply repeat RFP requirements but rather detail fully how the Offeror's proposed system and services will meet the stated requirements.

**L.2.1.1.1.5** Offerors shall include in their technical proposals discussion of the following:

**L.2.1.1.1.5.1** Identify the recommended processing site for lockbox processing and at what time must work be received at this location to ensure same day processing.

**L.2.1.1.1.5.2** Describe your lockbox processing from receipt of mail at the lockbox through deposit.

**L.2.1.1.1.5.3** Specifically discuss imaging capabilities and limitations and how and when these images are captured during the processing. Explain how it will be assured that imaged documents are transmitted with payment file transmission daily.

**L.2.1.1.1.5.4** Describe your method of accommodating volume fluctuations.

**L.2.1.1.1.5.5** Describe the methodology and scheduling for the transition plan from the previous lockbox Contractor.

**L.2.1.1.1.5.6** Describe your procedures for providing access to the processing facility and data related to the lockbox services by District representatives or agents for monitoring and audit purposes.

**L.2.1.1.1.5.7** Describe your procedures for handling of non-standard items, such as checks that cannot be attributed to a ticket number or unacceptable payment

**L.2.1.1.1.5.8** Describe any plans you have for modifying your lockbox or collection services, such as acquiring new hardware or relocating processing site over the contract period.

**L.2.1.1.1.5.9** Describe your standard collection strategy and how this strategy would be modified, if at all, in performance of this contract.

**L.2.1.1.1.5.10** Describe your present call center arrangement, if existent, and current call wait, hold and average talk time standards. Specify if an interactive voice response system (IVR) is utilized to pre-answer routine questions prior to opt-out to a customer service representative. Specify your current time standards for returning calls pursuant to incoming messages.

**L.2.1.1.1.5.11** Describe your present correspondence processing arrangement, if existent, and current time standards for responding to incoming mail.

**L.2.1.1.1.5.12** Detail which components of the contractual services will be subcontracted or assigned to vendors, and whether the subcontract or vending relationship presently exists. For any work that will be subcontracted or assigned, detail what factors will determine who has been or will be selected to perform the function(s).

- L.2.1.1.1.5.13** Describe your approach and experience in exchanging payment file information with clients.
- L.2.1.1.1.5.14** Describe physical security, personnel security, information systems security, and data integrity and stability that will be employed in the contract.
- L.2.1.1.1.5.15** Since certain incoming collection payments under this contract will be ineligible for a contingency fee, as described in Section C.4.2.3 of the Statement of Work, describe your suggested approach to factoring these non-eligible fees in your invoices.
- L.2.1.1.1.5.16** Provide details regarding your internal processes to implement changes, including testing and acceptance methodology.
- L.2.1.1.1.5.17** Detail your proposed approach if any of the assigned tickets for collections do not identify a current address.
- L.2.1.1.1.5.18** Advise of any statutory or regulatory changes that may be required for the District to accept your proposed collection strategies, if applicable.
- L.2.1.1.1.5.19** Detail any present or past arrangements with credit reporting agencies in terms of referring delinquent accounts for credit reporting.
- L.2.1.1.1.5.20** Describe any difference in approach that you would recommend for the aged ticket population described in Section C.4.2.1.2 of the Statement of Work.
- L.2.1.1.1.5.21** Describe the period of time that you typically have to collect on assigned receivables and any comment on the period of time that the District proposes to assign receivables in Section C.4.2 of the Statement of Work.

**L.2.1.1.2      Experience and Past Performance (Section M.4.3, Proposal Evaluation)**

- L.2.1.1.2.1** Offerors shall detail experience in providing lockbox and delinquent ticket collection services similar to the services defined in Section C, to include payment retrieval, processing, deposit, reporting, and data transmission (Section C.4.1) and pursuit of collection strategies, customer support, and data exchange (Section C.4.2). Offerors shall list collection rates achieved on each past and current contract (within the past three years), in two ways:
- 1) percentage and dollar value of receivables collected within the same year as assigned for collections
  - 2) percentage and dollar value of receivables collected without regard to when the receivables were first assigned
- L.2.1.1.2.2** Offerors shall list all current or prior clients for similar services, and at least three references from this list, using the Past Performance Evaluation Form,

Attachment J.1.3. Offerors shall ensure that current and past performance customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the proposal. The District reserves the right to contact current customers of the Offeror, or past customers within the past three years NOT provided as a reference, and the information received may be used in the evaluation of past performance. In addition, offerors shall provide the following information for each reference submitted: name and location of project, contract number, original and final contract dollar value, start and completion date, and email, fax and telephone number of the person providing the reference. Offerors shall also provide the email, fax and telephone number of the contact person of any clients NOT listed as a reference.

**L.2.1.1.3 Quality and retention of personnel (Section M.4.4, Proposal Evaluation)**

**L.2.1.1.3.1.** Offerors shall detail the experience, education and training of management and key personnel that will be assigned to the project, the percentage of time that each person will be dedicated to the contract, and the nature and extent of any lockbox and collections experience.

**L.2.1.1.3.2** Offerors shall provide staff retention data indicate the extent of past turnover in management and key personnel positions, and the plans and policies currently in place, or will be implemented, to ensure low turnover.

**L.2.1.1.3.3** Offerors shall detail the nature and extent of project management experience of key personnel that will be assigned to manage this contract.

**L.2.1.1.4 Price Proposal (Section M.4.1, Proposal Evaluation)**

The formula and information provided in Section M4.5, Price Criteria, shall facilitate evaluation of the Offeror's price proposal in response to Section C. The Offeror's price proposal will be evaluated separately from the Technical Proposal. Offerors shall submit cost and pricing data Attachment J.2.5, and provide a certification that, to the best of the Offeror's knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date submitted with the proposal.

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m. September 5, 2006. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in

submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 – 4<sup>th</sup> Street, N.W., Suite 700, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or



should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposals (technical and cost), redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

#### **L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Shelia Mobley  
Contracting Officer  
441 – 4<sup>th</sup> Street, N.W., Suite 200S  
Washington, DC 20001  
202/727-0252  
[Shelia.mobley@dc.gov](mailto:Shelia.mobley@dc.gov)

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or

certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## SECTION M

### EVALUATION FACTORS

#### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

#### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

### **M.3 PROPOSAL EVALUATION**

- M.3.1 The technical evaluation factors set forth below have been developed and tailored to the requirements of this solicitation. These factors will serve to establish the evaluation factors and significant sub-factors which the Offeror should address in its technical proposal and will serve as the standard against which all proposals are evaluated.
- M.3.2 The Offeror's technical and price proposals will be evaluated separately, based on the factors outlined below.

### **M.4 EVALUATION FACTORS**

The technical evaluation factors are outlined below in descending order of importance. Selection of an Offeror for contract award will be based on an evaluation of proposals against the following factors:

#### **M.4.1 TECHNICAL APPROACH 0-40 POINTS**

Offerors shall describe their technical approach to meeting the requirements in the Statement of Work.

- M.4.1.1 Work Plan (0-10 points)
- M.4.1.2 Management Plan (0-10 points)
- M.4.1.3 Quality Assurance Plan (0-10 points)
- M.4.1.2 Responsiveness to the stated requirements (0-10 points)

Offeror shall describe how they will meet the stated requirements for each of the sections below. Each section may contain multiple requirements. Offeror should address all of them either in terms of how they currently meet it or, if they do not meet it, will they meet it by implementation date. Any alternative approaches other than the stated requirements should be addressed in detail.

- C.4.1.1 Provide a lockbox facility
- C.4.1.2 Security
- C.4.1.3 Payment retrieval
- C.4.1. Processing of Payments
- C.4.1.5 Editing and reconciliation
- C.4.1.6 Document storage
- C.4.1.7 Preparation for deposit
- C.4.1.8 Transmission Requirements
- C.4.1.9 Deposits
- C.4.1.10 Delivery of Deposit Documents
- C.4.1.11 Accountability
- C.4.1.12 Management reports

- C.4.1.13 Transition Plan
- C.4.2.1 Repetitive Assigned receivables
- C.4.2.2 Assignment acknowledgement
- C.4.2.2 Debt definition and special initiatives
- C.4.2.3 Contingency fee
- C.4.2.4 Collections strategy
- C.4.2.5 Management reports
- C.4.2.6 Customer service
- C.4.2.7 Facilities, equipment and resources
- C.4.2.8 Audits

**M.4.2.3 Clear and concise presentation (0-5 points)**

Offeror should provide only the information needed to respond to the requirements. Unnecessarily elaborate and extensive proposals will appear to be a lack of cost consciousness by the Offeror.

**M.4.3 EXPERIENCE AND PAST PERFORMANCE**

**0-15 POINTS**

- M.4.3.1 Past experience in providing lockbox and collection services (0-10 points)
- M.4.3.2 Quality of references (0-5 points)

**M.4.4 QUALITY AND RETENTION OF PERSONNEL**

**0-15**

- M.4.4.1 Experience managing high volume, production oriented lockbox and collection services at the scale described in this RFP (0-5 points)
- M.4.4.2 Ability to retain employees (0-5 points)  
Offeror should include the number of employees on the last two contracts managed including the turnover rate.
- M.4.4.3 Project management experience of key personnel (0-5 points)

**M.4.5 PRICE FACTOR**

**0-30 POINTS**

The price evaluation will be objective. The offeror with the lowest cost/price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated cost/price score:

Lowest cost/price proposal x weight= evaluated cost/price score  
Cost/price of proposal being evaluated

**M.4.6 TOTAL TECHNICAL AND PRICE POINTS**

**100 POINTS**

## **M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

## **M.7 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.7.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.7.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.7.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;



- M.7.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.7.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.7.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.7.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.7.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.7.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.7.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.7.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.7.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.7.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid

submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

- M.7.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.7.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.7.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.7.5 Vendor Submission for Preferences**

- M.7.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.7.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.7.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.7.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

- M.7.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.